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NOTA BENE

Vol. 2, No. 2

Newspaper of the George Washington University Law School

Tuesday, September 23, 1997

New 25K Sq. Ft. Space Will Have 'Serious Constraints' But 'Significant Improvement' in Law School Foreseen

by H. Otis Bilodeau
Editor-in-Chief

More details of the planned expansion of the Law School have been resolved, according to Professor Raven-Hansen, chair of the Law School's Building Committee. An architectural study of the expansion site reveals limitations on the potential uses for the space, but the Building Committee anticipates that the relocation of certain existing offices and facilities into the new space could nevertheless yield a "significant improvement" in life at the Law School, Prof. Raven-Hansen said.

The project will result in a structure which extends from what is now the southern end of the Burns Library into the townhouse currently occupied by the admissions and financial aid offices. The expansion will yield a total of 25,000 square feet — not 2,500 square feet, as was mistakenly reported in the last issue of *Nota Bene*. The University and the Law School are jointly financing the project, and construction is expected to commence in three years.

Prof. Raven-Hansen explained that the Law School and the University

have resolved to demolish the bulk of the townhouse, leaving only its G Street facade intact for preservation purposes (the townhouse is an historic building). Tentative plans call for a structure which consists of seven stories; five above ground and two below.

The tentative architectural plans, which were developed for the purpose of gauging the potential costs of the expansion, also reveal "serious constraints" on the uses of the new space, Prof. Raven-Hansen said. The new structure will have to be quite narrow

Continued on Page 2

5 Profs Up for Tenure Reappointment

Prof. Geltman to Seek New Contract

by *Nota Bene* Staff

Three professors are eligible for tenure this year, and two non-tenure track faculty will seek reappointment, according to Professor Theresa Gabaldon, chair of the Tenure and Promotions Committee.

Professors Mike Selmi, Robert Brauneis and Robert Tuttle may apply for tenure, while Professor Lynn Cunningham and Professor Elizabeth Glass Geltman, will seek reappointment under new contracts. Prof. Gabaldon said she expects that the faculty will vote on the candidacies of Profs. Selmi, Cunningham, and Geltman as soon as the end of this month.

A simple majority vote by the faculty in favor of a candidate results in a favorable recommendation to the Dean. The Dean, in turn, must recommend the candidate to the University administration, and, ultimately, the candidate must be approved by the University's board of trustees. Typically, however, the faculty vote determines the outcome for each candidate.

Each candidate must prepare a file, which includes such materials as publications, student evaluations and peer reviews,

for the faculty to consider. In addition to demonstrating strong teaching ability, tenure candidates are expected to have produced two substantial scholarly publications, Prof. Gabaldon said.

Specialist faculty, such as Prof. Geltman, are evaluated in relation to the requirements of their programs. For example, Prof. Geltman, who runs the Environmental Law program, will be measured in terms of her contributions to that program. Thus, her teaching in the environmental law area, her administration of the program, and her supervision of LLMs will be examined.

Professor Geltman's candidacy — she is seeking a new, three-year contract — is likely to provoke strong responses from students. In 1996, she taught a 1L section of Property, and administered an exam that had been written by Prof. Joshua Schwartz and placed on reserve in the Law Library. As a result, all the student's exams were impounded and never graded; students ended up having to elect from various grading options in-



Elizabeth Glass Geltman

cluding receiving "credit" or a grade based upon their cumulative GPA.

Student outrage at the time resulted in a letter of complaint from the section to the Dean, who indicated that the letter would be placed in Prof. Geltman's employment file. Presumably, that letter will be included in the file Prof. Geltman presents to the faculty this fall.

Prof. Gabaldon said that the student members of the Tenure and Promotions Committee may decide "what input they want" from other students regarding the faculty candidates. The student committee members are: Edith Hambrick, Sandra Miller, Olivier Taillieu, Christine Verleger and Darlene Wood-Shaw.

Prof. Gabaldon noted, though, that "every written student evaluation goes into [a candidate's file]."

Once Again, The Size of the Entering Class Shrinks

by H. Otis Bilodeau
Editor-in-Chief

According to figures released by the admissions office, the size of the entering class at the Law School declined for the second consecutive year. Although the reduction in numbers since last year is incremental, 60 fewer students were admitted this year than in 1994.

Four hundred and thirty-six students were admitted this year; 453 were admitted

last year; and in 1994, 496 students were admitted. Figures for 1995 were not available at press time.

Dean Friedenthal stated that the reduction in the entering classes over the last two years stems from the fact that "I have felt that we needed to cut back [on the size of the entering class] because of the heavy crowding and also in order to maintain or improve the quality of the student body...I thought taking in a smaller group made sense."

According to the Dean, the reductions have "already had some impact." He noted that "our LSAT has gone up a point this year," and said that according to Dean Pagel, Director of the Law Library, the pressure on the computer facilities appears less heavy this year.

Asked whether the trend in class size would continue, the Dean stated, "I would hope that over the next few years we could gradually reduce further." The Dean acknowl-

Continued Page 3

Expansion Will Cost \$7 Million-Plus



Dean Jack H. Friedenthal

The proposed expansion of the Law School is expected to cost approximately \$7.25 million, according to Dean Friedenthal. The Law School and the University will each contribute to the financing of the project, and the Dean stated that "we have the funds in hand."

The Dean also stated that the costs of the project will not be met with increases in tuition or enrollment. "I will not take one dollar of tuition" to pay for the project, the Dean said.

Professor Raven-Hansen, chair of the committee that is considering how the new space will be used, stated that the costs of the project, and the financing commitment from the University, do not foreclose the possibility of additional expansion in the future. "We've been promised that a new building is not what we'd be giving up here [by undertaking the expansion project]," Prof. Raven-Hansen said. A new building would probably cost "about \$50 million," he noted.

Admissions figures for the entering classes of 1994, 1996, and 1997, according to the Law School Admissions Office. Figures for 1995 were not available at press time.

1994	Applicants:	7,796
	Admitted:	496
1996	Applicants:	6,518
	Admitted:	453
1997	Applicants:	6,592
	Admitted:	436

Nota Bene Editorial/Commentary

Does Law School Give You a Slanted View?

It's said that the more advanced degree you get the bigger slant you have on life. Do you think that classes here at GWU give you a distinct slant on life? If you answered "yes," then you guessed right. And it's actually a physical slant that you're getting. As you may have noticed if you've taken a class in any of the Lerner classrooms, sitting in some of those chairs gives you a definite slant. It may only be a few degrees off kilter or it may be so bad that you have to tie yourself down for fear of sliding off one end. A slanted view indeed.

While I haven't taken the time to sit (or slide) down every chair, I did have quite an adventure those first few days of class in choosing where to sit. It seemed that no matter what seat I picked, it was tilted. Some to the left, some to the right, and some wobbled precariously back and forth. Not exactly what I would consider a stable learning environment.

To highlight matters, I happened to mention the chair situation to one of the SBA committee members. I was told that last year, the SBA had planned to do a chair survey and figure out how many needed to be fixed (it is supposedly a matter of fixing the bolts). The gem in this conversation was that according to him, the SBA had only one day to count the chairs, which happened to coincide with the open house weekend. The SBA opted not to do it because it would give a bad impression of the school; as if these prospective students wouldn't get a bad impression once they sat down. At least counting the broken chairs would show that the school was committed to improving conditions here at the law school.

Somehow I don't think it is too much to ask that if I have to sit through an hour or more's worth of class that I at least get to sit in a chair that doesn't tilt to one side. At least that way something around here would be on the level.

House
Editorial

New 25K Sq. Ft. Space

Continued from page 1

and, partly because the arched walkway running along the south side of Burns will be maintained intact, pedestrian traffic flow from Burns into the new structure will be impeded.

Prof. Raven-Hansen noted that the new structure will "probably not be wide enough for classrooms or a good-size student lounge." Instead, he stated, the "upper stories are probably best suited, by virtue of their size, to two banks of offices with a central hallway. These could contain student group offices, small conference and seminar rooms, faculty offices, or administrative offices."

The underground floors could possibly be wider than the upper floors, Prof. Raven-Hansen said. He noted that the underground floors could house study carrels, study group rooms, and computer facilities.

Despite its limitations, Prof. Raven-Hansen said, the new structure could ultimately yield a substantial improvement in life at the Law School if existing offices and facilities are relocated

into the new space, freeing up existing space for more optimal uses.

"If we can use the new space to house facilities from Stockton and Lerner — for example, if we could move computer labs into the bottom floors — then classrooms could be put into the vacated space, and the middle stairway [of Stockton] could be opened, which would really improve traffic flow throughout Lerner and Stockton," Prof. Raven-Hansen stated. "Similarly, if some administrative offices were relocated to new space, [those office spaces] would be made available for other purposes," he added.

Prof. Raven-Hansen acknowledged that Dean Friedenthal has suggested relocating the Dean's suite and other administrative offices to the new structure. The Dean's suggestion "has nothing to do with enlarging [the Dean's] office — the Dean is not going to be getting a jacuzzi. This has to do with hands-on management."

Prof. Raven-Hansen explained that many of the administrative offices the Dean oversees, including procurement, admissions, financial aid, and development, are currently spread out in different buildings, making "hands-on management" more dif-

ficult. The Dean has proposed consolidating these offices in the new structure, according to Prof. Raven-Hansen. "There are some legitimate administrative demands," Prof. Raven-Hansen said.

The Building Committee has not yet decided to recommend any specific uses for the new structure, Prof. Raven-Hansen emphasized. "The content [of the new space] is still wide open," he said. "We haven't prioritized any uses yet, and students will have a say [in what recommendations the Committee makes]."

We take our mission to be to figure out the best combination of uses, and to that end we've asked each natural constituency here to express their needs." Prof. Raven-Hansen noted. "We've heard from the Dean, the Records Office, Student Affairs, and we know that there's a need for some additional faculty offices."

All faculty offices in the Law School are now occupied, and some tenure-track faculty are in offices that are only temporarily available due to leaves-of-absence. In addition, the Law School is seeking to fill seven tenure-track vacancies.

Shrinking Class

Continued from Page 1

edged, however, that class size, and tuition revenues, are "always a question for negotiation with the University. I cannot independently set goals. However, I strongly feel that we should not rise above the level of students in this year's entering class."

"We're a big school," the Dean noted. "Getting smaller and more elite can only be good for us."

The reduction in this year's entering class does not appear to be a function of a decline in the number of persons applying to the Law School over the last two years. The Dean pointed out that while the overall number of applications to law schools nationwide has dropped in recent years, and while some individual law schools have confronted markedly reduced applicant pools, GW Law School this year actually enjoyed a slight increase in the number of applicants compared to 1996. This year, the Law School received 6,592 applications; in 1996, it received 6,518.

The overall reduction in admittees since 1994 could, however, be explained by a marked decline in the number of applications since that year. In 1994, 7,796 persons applied to the Law School. Thus, roughly 1,200 fewer persons applied the Law School this year than in 1994, and 60 fewer gained admission.

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Nota Bene Editorial/Commentary

Nota Bene

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Publication Schedule

September 8
 September 22
 October 6
 October 20
 November 3
 November 17
 December 1

Law School Looking to Add Seven Profs

by Nota Bene Staff

The Appointments Committee is actively searching for candidates to fill seven tenure-track openings on the Law School faculty, according to Professor Jerome Barron, chair of the committee.

The committee is seeking professors to teach in the following subject areas: International Law, Contracts, Corporations, Professional Responsibility, Tax, Law and Economics, and Criminal Law. Two clinical faculty are also being sought.

Prof. Barron said that it was unlikely that all seven tenure-track slots would be filled this year, but he said "we'll try to fill as many as we can."

Prof. Barron confirmed that Professor Karen Brown, who is visiting the law School this year to teach Tax, will be applying for one of the positions. She is scheduled to make a presentation to the faculty on the 29th of this month.

Prof. Barron declined to indicate any priorities in terms of the subject areas the Law School is trying to fill. He indicated, though, that candidates with multiple areas of expertise will be particularly welcome. "We may be looking for a first violinist, but if we can find someone who can play piano too, that's very good," he quipped.

Both entry-level and established teachers will be sought, Prof. Barron said. "We're trying to get a mix of established

scholars and people who are new to teaching but show great promise."



Karen B. Brown

New Upper Level Writing Requirement?

By Naren Chaganti
 News Editor

Writing a note for a journal or a research paper for a seminar may no longer satisfy the upper-level writing requirement, if a proposal under consideration by the Curriculum Committee gains support.

According to Professor Joan Schaffner, chair of the committee, the proposal involves supplementing the current research-oriented writing requirement with a requirement that students write a "skills paper." The skills paper requirement would be satisfied by a brief for Trial Advocacy or an upper-level Moot Court

competition. "We want students to participate in brief writing for Moot Court or Trial Advocacy and not just write a note or research paper," said Prof. Schaffner.

The Curriculum Committee is also considering a proposal from Prof. Saltzburg that Trial Advocacy be offered only for a letter grade. In addition, the committee is examining adding two new courses — an entertainment law course to be taught by an adjunct, and a course in family- and employment-based immigration, suggested by Prof. Benitez.

The committee will review all the proposals and make recommendations to the faculty this year, Prof. Schaffner said.



Joan E. Schaffner

Spleen

by Xene Xervenkah

It's been an exciting September here at GW Law. The school is buzzing with news of an additional 2500, er, 25,000 square feet of glorious new space. Of course, we all know that the current student body will be long gone before the space is constructed. But I still can't help fantasizing about the pleasure of regaining my personal space while walking to my locker, and the dignity that comes from knowing that no one will rub up against me in the hall.

In the meantime, the Law School administration undoubtedly has been meeting to discuss more immediate solutions

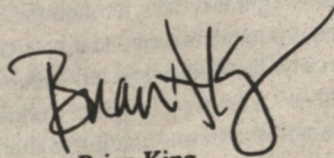
to the space problem. Some of the more noteworthy suggestions may include hiring crossing guards to keep professors from being mauled in the third floor moshpit. Another promising proposal: devising a simple bell schedule. At noon each day a bell will ring; any student traversing the hallways must, at the sound of the bell, give a piggy back ride to the student to his or her right. Finally, beginning next semester, all 1L courses could be scheduled between the hours of midnight and 4:00 am. Professors would, of course, be permitted to videotape their lectures if they were unable to attend at these times.

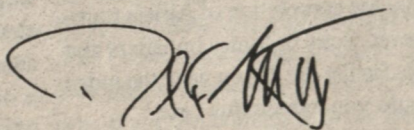
The other big news around school is the whole alcohol violation thing. The

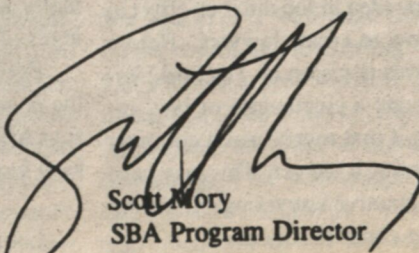
SBA sent out a letter to the student body explaining that Thirsty Thursdays (a dismal name for a miserable event) have been canceled indefinitely because some poor slob wanted to drink a beer while sitting on the grass. Whatever, I'm sure it'll all work out in the end, and we'll all be swilling beer under the surveillance of a rent-a-cop in no time. What really impressed me about the SBA letter were the signatures at the end. Each one was bigger and more flourishy than the next (See insert, below). It looks as if the SBA big wigs are in training to sign the next declaration of independence.

Do these guys exude power and authority, or what?

Sincerely,


 Brian King
 SBA President


 Paul Hannah
 SBA Evening Vice President


 Scott Mory
 SBA Program Director

NEWS FROM CDO:

CDO WELCOMES 1LS

Have you ever looked for a job? Do you know why you came to law school? Wondering what your choices of places to work, legal and non-legal are? The CDO has the answers for you.

The Career Development Office (CDO) welcomes you to GW Law School. The CDO's 1L Orientation begins the first week of November, but we'd like to see you before then. For the first time, the CDO will present two Career Exploration Seminars to aid you in your legal job search prior to first year orientation. The first Career Exploration Seminar is **OPTIONS IN THE LAW** to be held on Saturday, October 4 from 10am to 12:00pm. Breakfast will be available and the doors will open at 9:30am. We hope you'll find this session fun and informative. Sign up to participate in the Career Resource Library located on the first floor of the H Building at 2000 G St. or call Courtney Johnson, Resource Librarian, at (202) 994-9251. Attendance is highly recommended.

There will be another Career Exploration Seminar on Saturday, November 1 from 10am to 12:00pm on **THE CAREER DECISION-MAKING PROGRESS**. This is an opportunity to find out how the job search process works and how the Career Development Office can help you. You can sign up in mid-October. Watch for more details.

We look forward to seeing you soon.

NAPIL CAREER FAIR AND CONFERENCE

Don't miss the National Association for Public Interest Law (NAPIL) Career Fair and Conference to be held at The American University in the Bender Arena. The Career Fair will take place on Friday, October 17th and the conference will be held on Saturday and Sunday, October 18 and 19. The NAPIL Career Fair is the only national public interest law career fair and it represents a unique opportunity for law students to meet with over 100 employers. The National Public Interest Conference is entitled "Raising The Bar: A Campaign to Transform the Legal Profession."

There is no fee for the Career Fair on Friday, October 17th. Over 100 employers will be at the Career Fair and many of

the employers will hold pre-scheduled interviews for second and third year students. Information on participating employers is available in the CDO Resource Library. Resumes are due to the interviewing employers by Friday, September 26th. You will be contacted directly by the employers to schedule an interview. Table Talk takes place in the afternoon of the Career Fair where employers will talk to students on an informational basis. First year students may attend panel sessions and Table Talk.

There is a charge for the conference on Saturday and Sunday, October 18 and 19. The conference fee is \$40 for student if paid before October 3rd. For more information about participating employers and the conference, lease pick up a packet and a conference flyer in the Career Development Office Resource Library. Several members of the Equal Justice Foundation (EJF) and other students at the Law School have participated in the NAPIL Career Fair and Conference. Ask them questions about participation in previous years.

PRO BONO STUDENTS AMERICA

Law students interested in public service experience may use Pro Bono Students America (PBSA) to supplement their job search. PBSA is a clearinghouse of organizations and government offices committed to the public interest cause. This program was designed by lawyers to assist law students in accessing the world of experience available through public interest work. Internships with federal government agencies, District of Columbia Superior judges, corporation counsel offices, State Attorneys General offices, non-profit organizations and private firms are included among the list of available opportunities. The job listings are updated on a monthly basis. Students can work five to twenty hours a week.

Taking advantage of PBSA is simple. Students can now access PBSA through the World Wide Web on computers in the Burns Library and on the one at the Career Development Office. The address is www.pbsa.org and easy-to-follow guidelines are provided from the CDO resource library. If you have questions or need assistance contact Courtney Johnson, PBSA Coordinator and CDO Resource Librarian.

IMPORTANT CDO DATES AND DEADLINES

BLSA MIDEAST JOB FAIR — Friday & Saturday, September 26 and 27, 1997

DOJ APPLICATION DEADLINE — Tuesday, September 30, 1997 (applications must be received in their office by September 30).

BEYOND THE LARGE LAW FIRM — Wednesday, October 8 at 5:10 pm in LL101 and Thursday, October 9 at 12:10pm in LL-102 (same program offered twice). This program is targeted to students who are NOT seeking large law firm employment.

EVENING EXPRESS — Tuesday, October 14 at 5:15 pm in L302. For evening students—an overview of job search process and the Career Development Office services.

INTERNATIONAL LL.M. ORIENTATION — October 24 at 2:15pm in L302. Orientation to Career Development Office Services and the US job search process.

PUBLIC INTEREST WEEK — Week of October 13th

NAPIL CAREER FAIR AND CONFERENCE — Career Fair, Friday, October 17, 1997; Conference, Saturday & Sunday, October 18-19, 1997 at Bender Arena at The American university.

Deadline for submitting resumes to employers for interviews — Friday, September 26th.

GUERRILLA TACTICS FOR GETTING THE LEGAL JOB OF YOUR DREAMS author Kim Alayne Walton — Tuesday, October 22, 1997 at 6pm.

ELECTRONIC JOB SEARCH — Tuesday, October 28 at 1pm in the Burns Law Library Computer Lab. Space is limited. Sign up in the CDO Resource Library.

Dean's Note

by Frank D. Durand
Assistant Dean for Student Affairs

Never was the old adage "I'd rather be lucky than good" better exemplified than in the Cowboys' victory over Philadelphia last Monday night. The 'Boys were very lucky and not very good. Wanted: offensive coordinator with even a trace of imagination. As for baseball, here's hoping the acquisition of Pedro Astacio and the performance of MVP-to-be Larry Walker give my beloved Colorado Rockies the boost they need to be something more than a .500 ball club next year. And now, the news:

Item 1: All post-1L students should have received in their mail slots last week a printout of the courses for which they have registered this semester. If you have not already done so, please look over this document carefully to make sure the courses for which you have registered are the courses which you are in fact attending. I tell you this because...(big warning coming up)... under no circumstances will a student be eligible to receive credit for any course not appearing on his/her class printout. If you notice a problem, please see me, Dean Robinson, or someone in the Records Office as soon as possible to get the matter straightened out.

Item 2: Students planning to graduate in January 1998 (i.e., after the Fall 1997 semester) should complete a graduation application form in the Records Office ASAP.

Item 3: Thanks to all of you who took part in last Thursday's breakfast with Dean Friedenthal. Good turnout, good dialogue, good bagels.

For now, that is all.

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DEAN'S PUZZLE CORNER by Dean Leslie

CONTRACT'S PARADOX

I guess you know that law school is a relatively new idea in the dubious effort to figure out how to create lawyers. Before the momentous decision by Harvard University to create a curriculum of law, apprenticeship, if that much, was a common way of becoming a lawyer. This may have led to some creative lawyering. Consider the following contracts dilemma.

Alfie applies to Betty to become a law pupil, offering to pay her the customary fee as soon as he shall have gained his first win of a suit at law. To this Betty formally agrees, and admits Alfie to the privileges of a student.

Before the completion of Alfie's training however, Betty becomes impatient and sues Alfie for her fee. If you were the judge how would you handle this case?

COIN CALAMITY

Let us say you are working in a bank,

Your boss comes into the office pulling a junior teller by the ear. He voluminates: "All of my workers are capable and technically proficient individuals." He thereupon turns to you and asks you to tell the junior how, given twelve coins, one of which is lighter or heavier than the other eleven, you may use an uncalibrated balance only three times and tell which coin is odd and whether it is lighter or heavier. (Assume no external markings that will help you — i.e. no sleazy tricks.)

Solutions on Page 6

FEATURES

Life on the Web

"From the Weird and the Wacked to the Totally Abstract"

by Andrea Chempinski
Features Editor

Once again it's time to focus on some of the more unusual sites on the web. Last year I brought you urls to get your tarot cards read, find your name in semaphore and even how to guess where your socks go when you put them in the dryer. Well if you thought that was fun, and even a little bit bizarre wait till you see what's up for this years listings!

The Slurpee Shrine:

<http://www.students.uiuc.edu/~munoz/slurpee/slurhome.html>

Slurpee's are certainly not high on the list of things I would think of dedicating a web page to, but someone has. The page's goal is to come up with an international listing of every flavor ever created, and let me tell you, there are definitely some unusual flavors listed! I mean "Swamp Water" Slurpees? I don't even want to know. If the flavors seem a bit intimidating, you better avoid the guestbook as there are some distinctly original Slurpee thoughts there. For as strange as the topic may be the page is done really well with some nice Java applets.

The Spam Haiku Page:

<http://pemtropics.mit.edu/~jcho/spam/>

The haiku is a distinctive form of Japanese poetry that I never would have combined with the concept of Spam. Yet this page contains over 7600 "Spamku" for you to read. Some are actually rather good while others are just plain scary. Either way, definitely an amusing site to check out.

The T.W.I.N.K.I.E.S. Project:

<http://www.owl.net.rice.edu/~gouge/twinkies.html>

T.W.I.N.K.I.E.S. stands for Tests With Inorganic Noxious Kakes In Extreme Situations and yes it is a weird as it sounds. This page is done by Todd and Chris who ran a series of experiments on Hostess Twinkies and posted the results along with detailed description of how each test was done and what the results were. You even get to see pictures of the experiment in progress! Experiments include the Rapid Oxidation Test, The Radiation Test and the Maximum Density Test, all with some rather disturbing results. It's guaranteed you will never look at a Twinkie in quite the same way again, let alone think of eating one.

Strawberry Pop-Tart Blow-Torches: <http://www.sci.tamucc.edu/~pmichaud/toast/toast.html>

A page similar to that of the T.W.I.N.K.I.E.S. Project, only this by another experimenter and on Strawberry Pop-Tarts no less. It seems that if they are left in the toaster too long they burst into flames and this person actually went to the trouble of documenting it! He even has a page for "Fun With Grapes - A Case Study" that documents the fun things you can do with ordinary grapes and a microwave. One thing for sure, this person is not allowed in my kitchen!

The Totally 80s Server:

<http://www.80s.com/entrance.html>

The decade that just wouldn't die is living high on the web in more places that you can imagine. The Totally 80s Server is a collection of every web page that's related to the 80s in some way, be it a movie, a band, or just a concept. You can do everything from translate typing in ValSpeak to checking out what the technology was that made the 80s so great. If that doesn't interest you, head off into the games section where you can find web versions of such classics as Atari's Frogger and Rubik's Cube.

Welcome to T-Town:

<http://www.acsu.edu/~house/>

T-Town is definitely one of the more interesting collections of links on the web. The page is designed around a city map with links grouped together in different parts of town. You can check areas like the Comedy Club, The Detective Agency and there's even a Roadkill Section. The collection of links is as varied as the guy who runs it. Definitely a page to spend some time going through as there are plenty of hidden gems inside.

The Great Big Rubberband Ball:

<http://www.easttexas.com/pdlg/theball.htm>

Would you believe someone is actually building a giant rubberband ball? You would? Well would you believe they are doing it with the help of online fans? Check out the page for the full story of how the rubberband ball came into being, poems about the ball, and even a list of those who have donated rubberbands for it!

The I Can Eat Glass Project:

<http://hcs.harvard.edu/~igp/glass.html>

If you've ever wanted to say something really unique in a foreign language, this is the page for you. The page is designed to catalog how you can say "I can eat glass, it doesn't hurt me" in as many languages as possible. Currently there are 110 different languages listed and they are still looking for more. Learning this phrase will definitely get you more than your average "tourist" look from the natives.

The Pencil Pages:

<http://ernie.bgsu.edu/~dmartin/pencils.htm>

People seem to collect some of the most interesting things, so I suppose pencil collecting isn't really all that shocking. But somehow a web page entirely devoted to the project is a bit unique. Drop by to get some pencil history or view the catalog of pictures of different pencils from around the world. And if you happen to be a pencil collector yourself have a grand time.

This Day in History:

<http://www.execnet.com/index.html?page=today.html>

And in closing, this page is for all you trivia buffs who just love to come up with an interesting tidbit to share with your friends on a daily basis. This page is devoted to providing you with just such information including notable birthdays and past events. It covers the ordinary to the really bizarre.

Do you have a web page that you think others would find interesting? Or did you just stumble across something so strange it just had to be shared? Either way feel free to drop me a line at hoo@hoolovoo.com and give me your suggestions for future columns. And heck if you really have that much time to kill surf on over to my page at <http://www.hoolovoo.com/>

The Maryland Renaissance Festival

by Loren Scieurba

You are rapidly approaching the point where you have just about had it with long hours in the library, job interviews, and the Socratic method. You need to get away from it for awhile — as far from your law school life as possible, but how far you can get with little time and less money? Might I suggest 16th century England? If you can scrape together a car and just a few bucks, you can get to a place where the judicial system consists of no more than a very large set of scales with the accused on one side and a duck on the other.

Alright, you won't actually be there, but you will be in a very entertaining facsimile thereof. The Maryland Renaissance Festival is an odd assemblage of craftsmen, actors, and historians who descend upon Crownsville every year from late August through early October to present an event which is part county fair, part theater, and part whimsy. Best of all, you can do it on the cheap. Admission is \$12.00, parking is free, and lunch will cost you no more than it would at Au Bon Pain.

If you simply must spend money, you will find lots of goodies to buy, and the items range from the quaint to the bizarre with an emphasis on handcrafted goods. Wooden furniture, boxes and musical instruments are available, as well as blown glass, pottery, jewelry, and a wide range of costume and not so costume weaponry. If you have the knees for it, you can purchase traditional or modern kilts in the tar-

tan of your choice, even the one Mel Gibson wore in Braveheart. The highlight of the afternoon for me was the plate and chain mail bikini. Yes, ladies, you too can have a fully armored brassiere custom fit and constructed just for you. I was told that it is more comfortable than a Wonderbra. It certainly gets more attention.

There are also many activities to engage in for a modest fee. Most are standard carnival-fare (did they really have rock-climbing walls in 1597?), but some are a bit more offbeat. For instance, when was the last time you were encouraged to hurl a two-blade axe?

However, the best parts of the festival are absolutely free. Several stages around the festival grounds present a constant and varied array of period entertainment featuring music, song, dance, and magic. The performers rotate stage-to-stage and day-to-day, so check the schedules available at the gate.

Don't be surprised if you find yourself in the center of an impromptu performance on the street. Some of those folks in costume bought tickets just like you, some are festival staff, and all love to make you a part of the action. The strolling vendors are notorious for this. In particular, beware of the loud, and not so subtle cries of the hot nuts man.

The real highlights of the festival are the jousting tournaments, held several times daily. I did not see anyone get run through, but there is more action than I had

anticipated. The knights are outfit in full armor and the lances are not break-away toys. Granted, the competition isn't quite as furious as it was back in the good old days, but it's still pretty impressive to watch a man on horseback take a blow from a ten-foot pole.

You are encouraged to arrive in costume. All the organizers ask is that you leave your weapons (real or not) at home. If you don't have a puffy shirt or a pointy hat in your wardrobe, you can rent an outfit when you arrive. Sure it's campy but that's the whole point. And don't worry about looking like a dork because everyone else will too. In fact, watching the crowd is possibly the best part of the whole event. It's as if you held a Dungeons and Dragons convention in the middle of Daytona Bike Week. From leather and tattoos to Stevie Nicks' dresses, it's all there and very different from what you would see on the quad.

The Maryland Renaissance Festival is open Saturdays and Sundays from 10:30 a.m. to 7:00 p.m., rain or shine, through October 19. To get there, take Beltway Exit 19A, Route 50 East towards Annapolis. Exit Route 3 North. Take a right onto Route 450 East. Go six miles and turn left onto Crownsville Road. You can't miss it. It is fifteen minutes from the beltway, so even if you are coming in from Virginia, it is a short trip. The Oktoberfest on the weekend of the 4th & 5th looks particularly promising. See you there.

FEATURES

LOST IN THE TRANSLATION

by Dean Leslie

Adapted from *Anguished English*,
by Richard Lederer

Someone at the United Nations once fed a common English saying into a translating computer. The machine was asked to translate the statement into Chinese, then into French, and finally back into English. The adage chosen was "Out of sight, out of mind." What came back was "Invisible insane." A similar computer was given the task of translating into Russian and then back into English the bromide "The spirit is willing but the flesh is weak." The result was "The wine is good, but the meat is spoiled." Why not? "Out of sight" does mean invisible, "out of mind" does mean insane, spirit does mean wine, and flesh does mean meat. Well sort of.

We chuckle at such absurdly literal translations, but they remind us that few idioms can be mechanically translated word for word from one language to another. At the climax of John F. Kennedy's impassioned speech in 1963 at the Berlin Wall, the President had wanted to say, "Ich bin Berliner!" — "I am a Berliner!" — since in German, words for nationalities are not preceded by articles. What Kennedy actually said was, "Ich bin ein

Berliner!" — "I am a jelly doughnut!"

During a tour of Poland, Jimmy Carter attempted to convey the message "I have a strong desire to know the Polish people." Through an inept translator the message emerged as "I desire the Polish people carnally."

On Nixon's historic trip to China, his cultural advisor was careful to suggest that he complement Chairman Mao's wife. Accordingly, he proclaimed her beautiful for all to hear. Upon this, Mao did the proper Chinese thing by replying "Nali, nali." This may be loosely translated as "It's nothing." Unfortunately, the translator, not paying proper attention to the tones spoken translated "nali" as "where?" Thereupon, Nixon swiftly surmised that she was beautiful "everywhere."

When Pepsi Cola invaded the huge Chinese market, the product's slogan, "Come alive with the Pepsi generation," was rendered (or should I say rent?) into Chinese as "Pepsi brings back your dead ancestors!" Coca-Cola was luckier. The transliteration of their brand name, "Ke Kou Ke Le," adopted for their marketing campaign in China, may be translated: "Thing that makes your mouth happy."

While in Frankfurt (appropriately), I once asked a German storekeeper for a "heisser hund" — literally a "hot dog." He burst out laughing, as "heisser hund" in German suggests a dog in heat.

As people around the world recognize and use English as the international lingua franca, they have begun adopting our language for the benefit of visitors. Or should I say adapting it, because much of the English abroad is infused with the spirits of Mrs. Malaprop, Desi Arnaz, Samuel Goldwyn, Howard Cosell, Archie Bunker, and Fran Drescher.

Consider the following examples of truly inspired gibberish collected (pardon the mixed metaphor) from the four corners of the globe:

In a Bucharest hotel lobby: The lift is being fixed for the next day. During that time we regret that you will be unbearable.

In a Belgrade hotel elevator: To move the cabin, push button for wishing floor. If the cabin should enter more persons, each one should press number of wishing floor. Driving is then going alphabetically by national order.

In a Paris hotel elevator: Please leave your values at the front desk.

In a Japanese hotel: You are invited to take advantage of the chambermaid.

In the lobby of a Moscow hotel across from a Russian Orthodox monastery: You are welcome to visit the cemetery where famous Russian and Soviet composers, artists, and writers are buried daily except Thursday.

On the menu of a Swiss restaurant: Our wines leave you nothing to hope for.

On the menu of a Polish hotel: Salad a firm's own make; limpid red beet soup with cheesy dumplings in the form of a finger; roasted duck let loose; beef rashers beaten up in the country people's fashion.

In a Hong Kong supermarket: For your convenience, we recommend courteous, efficient self service.

Outside a Hong Kong tailor shop: Ladies may have a fit upstairs.

In a Bangkok dry cleaner's: Drop your trousers here for best results.

Outside a Paris dress shop: Dresses for street walking.

In a Rhodes tailor shop: Order your summers suit. Because is big rush we will execute customers in strict rotation.

In an East African newspaper: A new swimming pool is rapidly taking shape since the contractors have thrown in the bulk of their workers.

In a Vienna hotel: In case of fire, do your utmost to alarm the hotel porter.

A sign posted in Germany's Black Forest: It is strictly forbidden on our black forest camping site that people of differ-

ent sex, for instance, men and women, live together in one tent unless they are married with each other for that purpose.

In a Zurich hotel: Because of the impropriety of entertaining guests of the opposite sex in the bedroom, it is suggested that the lobby be used for that purpose.

In an advertisement by a Hong Kong dentist: Teeth extracted by the latest Methodists.

In a Rome laundry: Ladies, leave your clothes here and spend the afternoon having a good time.

In a Czechoslovakian tourist agency: Take one of our horse-driven city tours — we guarantee no miscarriages.

Advertisement for donkey rides in Thailand: Would you like to ride on your own ass?

In the window of a Swedish furrier: Fur coats made for ladies from their own skin.

On the box of a clockwork toy made in Hong Kong: Guaranteed to work throughout its useful life.

Detour sign in Kyushi, Japan: Stop: Drive sideways.

In a Swiss mountain inn: Special today — no ice cream.

In a Copenhagen airline ticket office: We take your bags and send them in all directions.

On the door of a Moscow hotel room: If this is your first visit to the USSR, you are welcome to it.

In a Norwegian cocktail lounge: Ladies are requested not to have children in the bar.

At a Budapest zoo: Please do not feed the animals. If you have any suitable food, give it to the guard on duty.

In a Acapulco hotel: The manager has personally passed all the water served here.

In a Tokyo shop: Our nylons cost more than common, but you'll find they are best in the long run.

From the brochure of a car rental firm in Tokyo: When passenger of foot heave in sight, tootle the horn. Trumpet him melodiously at first, but if he still obstacles your passage then tootle him with vigor.

In a Tokyo hotel: Is forbidden to steal hotel towels please. If you are not person to do such thing please not to read notice.

In a Leipzig elevator: Do not enter the lift backwards, and only when lit up.

In a hotel in Athens: Visitors are expected to complain at the front desk between the hours of 9 and 11 a.m. daily.

In a Yugoslavian hotel: The flattening of underwear with pleasure is the job of the chambermaid.

In an Austrian hotel catering to skiers: Not to perambulate the corridors in the hours of repose in the boots of ascension

SOLUTION TO CONTRACT'S PARADOX

Betty reasons, quite rightly, that if she should win, that Alfie will have to pay her by order of the court; if she should lose, Alfie will have won his first case and the contract will have been performed.

However, Alfie reasons, quite rightly as well, that if he wins, he will not have to pay by order of the court; if he should lose, he will not have won his first case, and would therefore not have to pay Betty.

SOLUTION TO COIN CALAMITY

Separate the coins into groups of four, let's say coins 1-4, 5-8, and 9-12.

1: Weigh 1-4 vs. 5-8. This has two possible outcomes, either they will balance or not. If they balance then

2: weigh 9, 10, and 11, against the known normal coins 1, 2, and 3. This will either balance or not. If it balances,

3: weigh 12 against normal coin 1 and observe the answer.

If the result of 1 is a tipped scale. Observe which way the scale tips and

2: weigh coins 1, 2, and 5 against coins 3, 6, and normal coin 9. If this balances, then the bad coin must be coin 4, 7, or 8. so

3: weigh coin 7 against coin 8. If this balances you know that the bad coin is coin 4 and you will need to remember

which way the scale tipped in the first weighing. If this does not balance, remembering which way the scale tipped in the first weighing will reveal which coin, 7 or 8, is the culprit.

Finally, if step 2: in the previous paragraph results in the scale tipping, there can be only two possibilities. The scale either tips in the same way or the other way. If the scale tips the same way then the bad coin is either coin 1, 2, or 6 (the coins that remained on the scale and on the same side), so

3: weigh coin 1 against 2, and using similar deductive reasoning as above pick the bad coin.

If the scale tips the other way, then the bad coin is one of the ones you switched (coin 3 or 5), so

3: weigh coin 3 against normal coin 9, and observe the answer about coin 3, or deduce the answer about coin 5.

SPORTS AND THE LAW

Dudley Do Right? Chris Dudley Pushes the Limits of the NBA Collective Bargaining Agreement...Again

By: Dennis W. Bishop, Esq.
& Bret M. Kanis, Esq.

In the fall of '93, then New Jersey Nets center Chris Dudley, under the careful guidance of agent Dan Fegan, sent shockwaves through NBA front offices when a federal court upheld the 6' 11" center's utilization of an apparent loophole in the NBA Collective Bargaining Agreement (CBA) to significantly increase the ability of players to switch teams unrestrained by the league salary cap. Now, four years later, Dudley has apparently once again outsmarted league management via the currently pending and hotly contested three-way trade which sent the defensive-minded Dudley from the Portland Trail Blazers to the New York Knicks despite the Knicks lack of room under the NBA salary cap. Here's what happened then and now.

At the close of the 1992-93 NBA season, Dudley, a former Yale basketball standout, was a six-year NBA veteran who had just completed the final year of a three-year contract with the Nets which had paid him \$1,200,000 during the final year. During his stint with the Nets, Dudley had been confined to the role of backup center, but was regarded by many NBA clubs as a potential starter. At the time, Dudley not only aspired to be a starting center, but also to play for a championship caliber NBA franchise.

Under the terms of the NBA CBA, Dudley was eligible to become a free agent as his six years in the NBA were two more than the four years required to qualify for free agency. However, like all other NBA free agents, Dudley's ability to sign with a team other than his then current team was hampered by salary cap restraints. The Nets were not restricted by the salary cap with respect to Dudley as the "Larry Bird exception" permits a team to re-sign one of its own free agents upon the expiration of his contract without regard to the salary cap.

Prior to the expiration of his three-year contract with the Nets, Dudley was offered a seven year contract worth \$20,748,000 by the Nets. The first year salary was to be \$1,560,000 to be increased by \$468,000 in each of the subsequent six years of the contract culminating with a seventh year salary of \$4,368,000. This yearly increase of \$468,000 represented 30% of the initial year salary which at the time was the maximum by which a player's salary could be increased during each subsequent year of a multi-year contract pursuant to the terms of the NBA CBA. The first six years of the contract offered by the Nets were fully guaranteed with the seventh year partially guaranteed. Despite the fact that the Nets' sal-

ary offer averaged \$2,964,000 per year, more than twice Dudley's salary in the final year of his previous contract, Dudley concluded that the offer was not commensurate with the salaries of players with comparable skills and playing time. This decision was based primarily on a study of salaries of starting centers in the NBA prepared by Fegan. A somewhat bewildered Nets front office reacted to Dudley's conclusion by withdrawing the offer. However, there were reports that the offer or a reasonable facsimile thereof would have been available had Dudley expressed interest in re-signing with New Jersey.

Although there were teams such as the Phoenix Suns and Detroit Pistons that had sufficient room under the cap to offer Dudley a multi-year contract with an average annual salary in excess of that offered by the Nets, no such offer was reportedly tendered to Dudley. The Portland Trail Blazers, however, became particularly interested in Dudley following the collapse of negotiations with the Nets. Unfortunately, the Trail Blazers were loaded with high-priced talent, none of which the team was willing to part with in order to clear room under the cap to offer Dudley a salary comparable to that previously tendered by the Nets.

Despite Portland's dubious payroll situation, Dudley was extremely interested in the Trail Blazers as he not only considered the franchise to be of championship caliber as demonstrated by four straight solid winning seasons, but he also believed that he was a good fit for the Trail Blazers. The team had no natural center and played a style of basketball well-suited to his strong defensive skills. In addition, the Trail Blazers were located on the West Coast where Dudley lived.

Recognizing the mutual interest of the two parties, Geoffrey Petrie, the head of Portland's basketball operations, proposed opening a \$790,000 salary slot for Dudley by trading Mario Elie who was not considered to be an integral part of the team and then offering Dudley a multi-year contract which would include a "one-year out" provision. By inserting this one-year out provision, Petrie intended to provide Dudley with the opportunity to become a free agent after one year with Portland by opting out of his contract at that time. The Trail Blazers would then be able to re-sign Dudley without regard to the salary cap pursuant to the Larry Bird exception.

Accordingly, Portland effectuated the Mario Elie trade and tendered Dudley a fully-guaranteed seven year contract worth \$10,512,000, approximately half the value of the contract originally tendered by the Nets. The contract offer contained an initial year salary of \$790,000 and called for an escalation of the maximum allowable 30% of the initial year salary or \$237,000 in each subsequent year culmi-

nating in a seventh year salary of \$2,212,000. The average annual salary was approximately \$1,500,000, which again represented about half the value of the average annual salary contained in the Nets' offer.

Upon Dudley's acceptance of the Portland offer, the NBA challenged the newly inked contract on a variety of grounds which can be summarized into three basic issues. First, the league felt that the Dudley contract constituted impermissible salary cap circumvention under the terms of the CBA. Second, the NBA questioned whether the CBA contemplated player options in multi-year contracts to lengthen or shorten contracts. Third, the league expressed concern that the circumstances surrounding the Dudley contract suggested an unwritten understanding with respect to future renegotiations of the contract in contravention of the CBA.

Pursuant to the NBA CBA, the dispute was referred to a special master, who in this case was Merrell E. Clark, Jr., Esq. After a series of hearings, the special master ruled in favor of Dudley on all counts, finding no violations of the CBA, nor any evidence of a secret agreement between Fegan and the Trail Blazers. This decision was subsequently affirmed by the U.S. District Court for the District of New Jersey in October of '93.

As a result, Dudley and Fegan had effectively found a permissible means of circumventing the salary cap and enabling a free agent to play for the team of his choice without concern for the salary cap as long as the player was willing to play for one year at a salary below his worth. A number of players and teams including Craig Ehlo with the Atlanta Hawks and Toni Kukoc with the Chicago Bulls managed to avail themselves of this loophole before it was restricted during the next round of collective bargaining negotiations.

Judging from the events of recent weeks, Dudley and Fegan were apparently not content to have changed the face of contract negotiations in the NBA just once. Although the scenario and goal was different this time, Dudley and Fegan once again found a creative way to parlay the combination of an opt-out provision and the Larry Bird exception into Dudley's desired situation, both team and salary-wise.

In an effort to keep pace with Eastern Conference competition and spurred on by the recent signings of guards David Wesley and Bobby Phillips by the Charlotte Hornets, forward Terry Mills by the Miami Heat and center Brian Williams by the Detroit Pistons, the New York Knicks recently took steps to acquire the veteran center, Dudley. The Knicks viewed the move as a means of solidify-

ing their frontcourt and providing a quality backup for superstar center Patrick Ewing.

Although the idea of acquiring a player from another team sounds simple enough and player trades are commonplace in professional sports leagues, the terms of the NBA CBA together with the circumstances surrounding Dudley's contract with the Trail Blazers created significant obstacles to the prospects for effectuating a deal that would land Dudley in a Knicks uniform. At the core of the complications was Dudley's current contract with Portland which still had three years and \$13 million remaining on it.

The Knicks had no room under the salary cap and accordingly could not accommodate a salary as large as that currently being drawn by Dudley under his contract with the Trail Blazers. As a result, a straight trade was out of the question as such a move would merely have transferred responsibility for Dudley's current salary to the Knicks.

Another option presented itself by virtue of the inclusion of an opt-out provision in Dudley's current contract with the Portland. However, if Dudley were merely to have opted out of his contract following this past season and become a free agent, there still would have existed signing problems. The Knicks would have been required to offer Dudley a salary which fit under the salary cap thereby creating the same problem that arises in the trade scenario. Further, the Knicks would not have been able to utilize the Larry Bird exception as Dudley would not have been the Knicks' own free agent.

So, it was back to the drawing board for Dudley and company. In order to make the deal work, the Knicks and Trail Blazers needed to find a way to both reduce Dudley's multi-million dollar salary so as to fit the center under the Knicks salary cap and to simultaneously create a mechanism which would enable Dudley to continue to draw a multi-million dollar salary commensurate with his skills on the NBA pay scale. Although these appear to be mutually exclusive tasks, Dudley and agent Fegan once again managed to orchestrate the seemingly impossible.

In contemplation of a trade, Dudley opted out of his contract and temporarily became a free agent, effectively forfeiting the remaining three years and \$13 million on his contract with the Trail Blazers. Or did he? Shortly thereafter, Portland re-signed Dudley to a one-year deal for the league minimum of \$272,250. Even with this dramatic decrease in Dudley's salary, the Knicks still needed to clear salary cap room in order to accommodate Dudley. Enter the Toronto Raptors.

Continued on Page 8

SPORTS AND THE LAW

Dudley

Continued from page 7

To clear the necessary salary cap room for Dudley's first season with the Knicks, the deal was structured as a three-way trade whereby the Knicks would send forward John Wallace to the Toronto Raptors in exchange for a first-round selection from the Raptors in next year's NBA draft. The Trail Blazers would then send Dudley to the Knicks in exchange for a first-round pick from the Knicks in next year's draft. The deal also included various other conditions and provisions relating to the draft picks, but not relevant to this discussion.

By structuring the deal as a trade, the parties intended to transfer Dudley's Larry Bird rights from Portland to New York. Under the current version of the Larry Bird exception, a player with three or more years on the same team is entitled to sign any kind of deal with his current team without regard for the salary cap. Dudley has been with the Trail Blazers for four years. When a player is traded, his Larry Bird rights are transferred to the new team.

However, the NBA challenged the three way trade alleging the familiar sounding impermissible circumvention of the salary cap. In support of its assertion, the league argued that allowing teams to re-sign their own free agents for the purpose of trading them would lead to collusion and widespread movement which would ultimately be detrimental to the league. In another familiar refrain, the league also contended that Fegan had a secret agreement with the Knicks under which the Knicks would, after this season, sign Dudley to a long-term contract with a value comparable to what was remaining on his Portland contract.

Dudley's response to all of these allegations sounded strikingly similar to his remarks back in '93 justifying his move to the Trail Blazers: "I want to be in New York, and I want to win, simple as that." Fegan supported his client noting, "The fact that he had to go through this for a good part of the summer and take this kind of risk tells you how bad he wanted to be there."

In the view of the NBA, Dudley's risk was a bad one. This is because the league contended that Dudley's Larry Bird rights did not transfer to the Knicks as they were terminated when Dudley temporarily became a free agent upon opting out of his contract with Portland. Accordingly, the league opined that the Knicks would only be permitted to increase Dudley's salary by an amount equal to 20% of his salary in the first year of his deal with the Knicks or \$54,450. This 20% of the initial year's salary represents the maximum by which a player's salary may be increased during each subsequent year of a multi-year contract under the current CBA.

Unfortunately for the league, independent arbitrator Kenneth Dam ruled

earlier this month that the proposed trade did not constitute salary cap circumvention as prohibited by the CBA. In addition, Dam ruled that Dudley would retain his Larry Bird rights and could accordingly re-sign with the Knicks after the upcoming season without regard to the salary cap.

As if to add insult to injury, Dam also ordered that Dudley be paid \$1.135 million during his first year with the Knicks. Dam made this ruling because the original deal rejected by the league called for the Knicks to pay Dudley this figure. It wasn't until after this initial rejection by the league that Dudley signed for the league minimum \$272,250 with the notion that his case was going to arbitration. The monies to fund the \$1.135 million were presumably to come out of the Knicks' biannual exception to the sal-

ary cap. This provision of the CBA allows over-the-cap teams to spend up to \$1 million on free agents on a biannual basis.

Dam's ruling came following four days of testimony by lawyers from the NBA, the Knicks, the Trail Blazers, the National Basketball Players Association (NBPA) and Dudley himself. Subsequent to the ruling, the league filed an appeal of Dam's decision and requested that the ruling be stayed until after the appeal is heard, effectively leaving the trade in limbo. However, Jeffrey Kessler, lead counsel for the NBPA, has requested that the trade be allowed to go forward immediately rather than delaying until after the appeal as training camps open in October and teams need time to set their rosters. In a proceeding which is expected to take up to a month to resolve, a three member

arbitration panel will rule as to whether or not Dam's ruling was just. Under the CBA, the deal cannot be completed until after the appeal is ruled on.

Assuming that the NBA's appeal is denied, Dudley appears to have once again changed the face of contract negotiations in the NBA. Only time will tell whether the NBA's concerns about collusion and potential excessive player mobility are well-founded. In the meantime, NBA Commissioner David Stern may have little recourse but to begin preparing for the next round of collective bargaining negotiations.

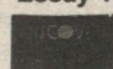
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NOTA BENE

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Wednesday, October 8, 1997

Faculty Report Urges Large-Scale Reduction in Student Body

Fear of Decline in Rankings, Inadequate Space Prompt Proposal

by H. Otis Bilodeau
Editor-in-Chief

The Long-Term Planning Committee last week released a report recommending substantial reductions in the size of the student body. Acknowledging the detrimental impact of overcrowding, and attesting to the need to maintain the Law School's competitive ranking, the Committee's report urges that the size of the student body gradually be reduced from its current 1600 students to 1200.

The report, which simply reflects the consensus recommendations of the committee members, does not reflect a plan of action agreed upon by either the Law School administration or the University. Instead, as a committee memo states, the report is "intended to provide an opportunity for the law school community and, ultimately, university officials to talk about present circumstances and future possibilities for the law school."

The report acknowledges that "the present large student body makes it difficult to meet some educational goals the GW law school now sets," and asserts that the amount of space per student at the Law School is "far below the quality institutions with which GW is regularly compared."

In order to better meet educational

goals, offer a competitive learning facility, and hold its own in terms of U.S. News rankings, the report states, a substantial reduction in the size of the student body is desirable. The report cites evidence of a nationwide decline in law school applications, and the large decline in applications to GW since '92, as reasons to fear that unless the student body is reduced, allowing admissions to be more selective, the quality of admitted students will decline along with the U.S. News ranking. "Reducing the size of the entering class would help retain and even increase the median LSAT and GPA of each class," the report states.

The report also notes that "anecdotal evidence suggests" other law schools, confronting the same problem of a diminishing applicant pool, are reducing or planning to reduce their own student populations.

The overcrowded conditions at the Law School reflect the fact that, measured in terms of square feet per student, GW Law School currently falls at the very bottom of rankings of law schools based upon that measure. Compared with area law schools, for example, GW presently offers the fewest feet per student, a fact which will change only very slightly once the proposed expansion is completed. Simi-

larly, compared with U.S. News' top 30 schools, GW "fares poorly," the report states. "GW would have to increase its space by about 230% even to reach the middle of that group," according to the report.

By reducing the size of the student body as proposed, the report contends, these problems would be mitigated. In particular, the report states, the quality of incoming students could be maintained, the experience of overcrowding (if not the rankings themselves) would be mollified, and an improved faculty to student ratio would permit more students to participate in clinical programs, and upper-level writing with direct faculty supervision. In addition, the report states, the size of 1L sections would be substantially reduced (from the current average of about 100 to about 75), resulting in an improved first year experience for students.

The report asserts that the reduction will be financially viable, largely due to the University's commitment to take a steadily decreasing share of Law School revenues. The reduction in tuition revenue would necessarily result in some reduced spending, and in a modest reduction in the size of the faculty, but the report urges that these sacrifices would be more than offset by the improvements gained.



Dean Jack Friedenthal

Dean Friedenthal Announces He Will Resign

by H. Otis Bilodeau
Editor-in-Chief

Faculty at the Law School were caught off guard last Thursday when an e-mail message from the Dean's office appeared simultaneously on their terminals. The e-mail contained stunning news: a statement from Dean Friedenthal that he will retire on June 30, 1998.

The following day, the Dean distributed a letter to students that contained the same message. "I believe the school to be in excellent shape and in position easily to make a transition to a new dean," Dean Friedenthal wrote.

Dean Friedenthal will leave the office of Dean after 10 years in that position. He joined GW from Stanford Law School, where he had been teaching since 1958. He received his JD, magna cum laude, from Harvard in 1958. He served as an editor of the Harvard Law Review.

Dean Friedenthal has had a long and varied career as a practitioner, consultant and advisor, most recently serving as a Special Master for cases involving collective bargaining disputes within the National Football League.

Although Dean Friedenthal will be stepping down from his current administrative post, he will remain a tenured member of the faculty at the Law School. He said that he may take a sabbatical before returning to teach, but that his plans remain unsettled. "I still have to talk it over with my wife," he laughed.

Dean Transgrud said that a search committee to find candidates to replace Dean Friedenthal will be convened promptly, and that likely candidates will probably begin arriving at the Law School

Confusion Over Upper-Level Writing Requirement:

Moot Courts Competitors Face Administrative Snafu

by Naren Chaganti
News Editor

After informing participants in the fall Moot Court competitions that they could not satisfy the Law School's upper-level writing requirement by completing the competition, Deputy Assistant Dean for Legal Research and Writing Katie Harrington-McBride reversed herself and decided that current competitors would be permitted to do so.

On September 23, Dean Harrington-McBride issued a memo to 2L and 3L competitors stating that, pursuant to a new Law School policy, they could not fulfil the upper-level writing requirement by participation in Moot Court (Van Vleck or Giles Rich) or trial court competitions.

In a hasty reversal of the new policy, Dean Harrington-McBride issued another memo the following day incorporating a grandfather provision allowing students

already enrolled in Moot Court or trial competitions to satisfy the writing requirement by participating in those courses.

The first memo caused considerable confusion among students, none of whom were made aware of the change in policy when they registered for courses. Many students registered for the Moot Court competitions believing that it would satisfy the writing requirement. The Law School changed its policy regarding Moot Court last May, when the faculty voted on a Curriculum Committee recommendation that Moot Court briefs no longer satisfy the requirement.

The 1997-98 Law School Bulletin states that students graduating no later than May, 1999 may satisfy the upper-level writing requirement by successfully completing an upper-level Moot Court competition.

Professor Dienes, who chaired the Curriculum Committee last year, said the



Dean Katie Harrington-McBride committee did not feel that the research and writing for a skills course like Moot Court was sufficiently analytical to satisfy the upper-level writing requirement. "We spent a whole year looking at the credits awarded to each of the Moot Court competitors and came to the consensus that the Moot Court briefs did not meet our objectives," Prof. Dienes said. "A detailed report on the committee's findings was submitted to the faculty and was approved by the full faculty."